

ORDER FOR SUPPLIES AND SERVICES				IMPORTANT: See instructions in GSAR 553.370-300-1 for distribution		PAGE 1 OF 1 PAGE(S)	
1. DATE OF ORDER 06/28/2012		2. ORDER NUMBER GST0912BH0037		3. CONTRACT NUMBER GS-06F-0651Z		4. ACT NUMBER A2469094E	
FOR GOVERNMENT USE ONLY	5. ACCOUNTING CLASSIFICATION				6. FINANCE DIVISION		
	FUND 299X	ORG CODE A09VR110	B/A CODE F1	O/C CODE 25	AC	SS	VENDOR NAME
	FUNC CODE C01	C/E CODE H08	PROJ./PROS. NO.	CC-A	MDL	FI	G/L DEBT
	W/ITEM	CC-B	PRT./CRFT	AI	LC	DISCOUNT	
7. TO: CONTRACTOR (Name, address and zip code) Mike J McDermott PHACIL INC. 950 N GLEBE RD STE 910 ARLINGTON, VA 22203-4173 United States (703) 562-4250				8. TYPE OF ORDER B. DELIVERY		REFERENCE YOUR	
				Please furnish the following on the terms specified on both sides of the order and the attached sheets, if any, including delivery as indicated.			
				This delivery order is subject to instructions contained on this side only of this form and is issued subject to the terms and conditions of the above numbered contract.			
				C. MODIFICATION NO. 000 TYPE OF MODIFICATION:		AUTHORITY FOR ISSUING	
9A. EMPLOYER'S IDENTIFICATION NUMBER (b)(4)		9B. CHECK, IF APPROP WITHHOLD 20%		Except as provided herein, all terms and conditions of the original order, as heretofore modified, remain unchanged.			
10A. CLASSIFICATION A. Small Business				10B. TYPE OF BUSINESS ORGANIZATION C. Corporation			
11. ISSUING OFFICE (Address, zip code, and telephone no.) GSA Region 9 Carmelo P. Nuestro 450 Golden Gate Ave 4 West San Francisco, CA 94102 United States (415) 522-2636		12. REMITTANCE ADDRESS (MANDATORY) PHACIL INC. 601 California street, suite 1710 San Francisco, CA 94108 United States		13. SHIP TO (Consignee address, zip code and telephone no.) Willie Spivey 400 Army Navy Drive Arlington, VA 22202 United States (703) 604-9245			
14. PLACE OF INSPECTION AND ACCEPTANCE Willie E Spivey 400 Army Navy Drive Suite 123 Arlington, VA 22202 United States				15. REQUISITION OFFICE (Name, symbol and telephone no.) Glenda J Sorger GSA Region 9 Remote Site Port Orchard, WA 98366 United States (360) 876-4316			
16. F.O.B. POINT Destination		17. GOVERNMENT B/L NO.		18. DELIVERY F.O.B. POINT ON OR BEFORE 07/01/2013		19. PAYMENT/DISCOUNT TERMS NET 30 DAYS / 0.00 % 0 DAYS / 0.00 % 0 DAYS	
20. SCHEDULE							
Client Order ID: ID09120030							
Services Non-Personal: Phacil, Inc. shall provide all administration, personnel, services, and travel necessary for the Department of Defense (DOD) Office of the Inspector General (OIG) Information Technology (IT) Support, as described in the Government's Performance Work Statement (PWS) attached in ITSS.							
The contract award shall utilize the United States General Services Administration (GSA), Alliant (Small Business) Government Wide Acquisition Contracts (GWAC). Phacil, Inc. shall perform all work in strict accordance with the terms and conditions of awarded schedule contract number GS-06F-0651Z.							
Technical Offer and Price Quotation: Phacil, Inc.'s Technical Offer PHACIL DoD OIG IT Support Services Vol I Final 08-29-11 and 'PHACIL DoD OIG IT Support Services Vol II Final 8-29-11, in addition to Firm Fixed Price (FFP) Price Quotation DoD OIG 9Q1SFRLS002 Price Phacil FIN attachments, all dated August 29, 2011, are hereby incorporated into this task order.							
Performance Start Date: July 2, 2012							
Base Year Performance to Begin July 2, 2012 through July 1, 2013 CLIN 0001 ' IT Support Services \$5,355,763.20 (Funded - \$2,783,401.40) CLIN 0002 ' Travel NTE \$100,000.00 (Funded - \$100,000.00)							

CLIN 0003 ' Over and Above IT Support Services NTE \$6,000,000.00 (Funded - \$0.00)
Base Year Funded Amount: \$2,883,401.40

Option Year 1 Performance to Begin July 2, 2013 through July 1, 2014
CLIN 1001 ' IT Support Services \$5,489,683.20 (Funded - \$0.00)
CLIN 1002 ' Travel NTE \$100,000.00 (Funded - \$0.00)
CLIN 1003 ' Over and Above IT Support Services NTE \$6,000,000.00 (Funded - \$0.00)
Option Year 1 Funded Amount: TBD

Option Year 2 Performance to Begin July 2, 2014 through July 1, 2015
CLIN 2001 ' IT Support Services \$5,626,944.00 (Funded - \$0.00)
CLIN 2002 ' Travel NTE \$100,000.00 (Funded - \$0.00)
CLIN 2003 ' Over and Above IT Support Services NTE \$6,000,000.00 (Funded - \$0.00)
Option Year 2 Funded Amount: TBD

Option Year 3 Performance to Begin July 2, 2015 through July 1, 2016
CLIN 3001 ' IT Support Services \$5,767,584.00 (Funded - \$0.00)
CLIN 3002 ' Travel NTE \$100,000.00 (Funded - \$0.00)
CLIN 3003 ' Over and Above IT Support Services NTE \$6,000,000.00 (Funded - \$0.00)
Option Year 3 Funded Amount: TBD

Option Year 4 Performance to Begin July 2, 2016 through July 1, 2017
CLIN 4001 ' IT Support Services \$5,911,833.60 (Funded - \$0.00)
CLIN 4002 ' Travel NTE \$100,000.00 (Funded - \$0.00)
CLIN 4003 ' Over and Above IT Support Services NTE \$6,000,000.00 (Funded - \$0.00)
Option Year 4 Funded Amount: TBD

The Contract Line Item Number (CLIN) Structure with Schedule of Supplies/Services is attached.

Total Base Year Award Amount: \$5,335,763.20

Grand Total Base Period plus Four (4) Option Periods \$28,151,808.00

Subject to the authority of, incorporate the following clauses by reference with the same force and effect as if they were give in full text.

- a. DFARS 252.232-7007 LIMITATION OF GOVERNMENT'S OBLIGATION (MAY 2006)
- b. FAR 52.232-18 Availability of Funds (APR 1984)
- c. FAR 52.232-22 Limitation of Funds (APR 1984)
- d. FAR 52.227-14 Rights in Data -- General (DEC 2007)
- e. FAR 52.227-16 Additional Data Requirements (JUN 1987)

Upon request, the Contracting Officer will make their full text available. The full text of a clause may be accessed electronically at these hyperlink addresses: <http://www.arnet.gov>; <http://www.far.gov>

Additional Federal Acquisition Regulation (FAR) clauses incorporated by reference:

- g. FAR 52.217-8--Option to Extend Services (NOV 1999):
The Government may require continued performance of any services within the limits and at the rates specified in the contract. These rates may be adjusted only as a result of revisions to prevailing labor rates provided by the Secretary of Labor. The option provision may be exercised more than once, but the total extension of performance hereunder shall not exceed 6 months. The Contracting Officer may exercise the option by written notice to the Contractor within 5 calendar days. (End of Clause)

All potential costs associated with the Government's use of FAR 52.217-8, Option to Extend Services was evaluated as part of this contract award.

- h. FAR 52.217-9--Option to Extend the Term of the Contract (MAR 2000):
(1) The Government may extend the term of this contract by written notice to the Contractor within 10 days; provided, that the Government gives the Contractor a preliminary written notice of its intent to extend at least 30 days before the contract expires. The preliminary notice does not commit the Government to an extension.

(2) If the Government exercises this option, the extended contract shall be considered to include this option clause.

(3) The total duration of this contract, including the exercise of any options under this clause, shall not exceed 60 months. (End of Clause)

- i. In accordance with DFARS 252.232-7007 LIMITATION OF GOVERNMENT'S OBLIGATION (MAY 2006), the anticipated contract funding schedule is as follows:

Upon execution of contract: \$2,883,401.40 (this includes CLIN 0002 Travel NTE \$100,000.00)

Not later than January 7, 2013: \$2,572,361.80

(End of Clause)

All other Terms and Conditions remain unchanged.

Contractor Responsibilities to Receive Payment:

- 1. Contractor must first provide invoices and a completed GSA Form 3025 (Receiving Report) to the Government COR for review prior to submitting invoices in ITSS or GSA Finance. The COR will return either an approved GSA Form 3025 or a detailed

explanation as to why the invoice was not approved within 5 business days. It is the responsibility of the Contractor to resolve issues in a timely manner.

2. Contractor shall either mail the approved invoice and accompanying approved GSA Form 3025, to the address in block 24, or obtain a password for electronic submission at www.finance.gsa.gov, AND, Contractor shall submit the approved invoice, GSA Form 3025 and a Monthly Status Report in ITSS. If unable to perform this function in ITSS, the Contractor must send a copy of all three to the following address:

GSA ' BCEB
GSA Mailroom
1500 E. Bannister Road
Kansas City, MO 65131-9434

Contractor shall reference ACT number A2469094E when submitting requests for client acceptance. A monthly status report must accompany the approved invoice and Form 3025 in ITSS. Failure to comply will result in automatic invoice rejection.

If an invoice is rejected, it is the responsibility of the contractor to notify the GSA Project Manager so that issues can be resolved in a timely manner.

/////////////////LAST ITEM/////////////////

ITEM NO. (A)	SUPPLIES OR SERVICES (B)	QUANTITY ORDERED (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
0001	Base Year IT Support Services	1	lot	\$2,783,401.40	\$2,783,401.40
0002	Base Year Travel (in accordance with JTR)	1	lot	\$100,000.00	\$100,000.00

21. RECEIVING OFFICE <i>(Name, symbol and telephone no.)</i> Department of Defense Office of Inspector General, (703) 604-9245				TOTAL From 300-A(s)	
22. SHIPPING POINT Specified in QUOTE		23. GROSS SHIP WT.		GRAND TOTAL	\$2,883,401.40
24. MAIL INVOICE TO: <i>(Include zip code)</i> Finance Operations and Disbursement Branch (BCEB) 299X PO Box 219434 Kansas City, MO 641219434 United States		25A. FOR INQUIRIES REGARDING PAYMENT CONTACT: GSA Finance Customer Support		25B. TELEPHONE NO. 816-926-7287	
		26A. NAME OF CONTRACTING/ORDERING OFFICER <i>(Type)</i> Carmelo P. Nuestro		26B. TELEPHONE NO. (415) 522-2636	
		26C. SIGNATURE Carmelo P. Nuestro 06/28/2012			
GENERAL SERVICES ADMINISTRATION		1. PAYING OFFICE		GSA FORM 300 (REV. 2-93)	